

REMARKS

Applicant notes that this Office Action was marked as being FINAL. However, a new reference was used to reject the claims and the Examiner specifically said that Applicant's previous remarks are "moot in view of the new ground(s) of rejection." Thus, it is improper (*See*, for example, M.P.E.P. § 706.07) for this to be made a **FINAL** rejection and the Examiner is respectfully requested to remove the Finality and to treat this response as if the Finality has been removed.

In addition, as specifically pointed out in numerous instances below, the Examiner did not properly address all of the claim limitations of claim 1 and did not address the claim limitations of many of the dependant claims. There is no question that failure to address claim limitations is improper on its face and thus either the Examiner must address each claim that was improperly rejected or those claims should be held allowable. Any rejection of claims where limitations have not been addressed by the Examiner must be addressed in a proper **non-final** Office Action. To do otherwise would not provide Applicant proper notice of the rejection and a proper time to respond, and would be contrary to M.P.E.P. § 706.07 where only on a "second or subsequent examination..." can the action be made final.

Claims 1–36, 44 and 48–51 were rejected under 35 U.S.C. § 102(a) as being anticipated by Bellomo (US 6,504,908 B1). This rejection is traversed.

Claim 1 specifically recites that the system has a memory for storing a message to be played at a recipient's location and that the play time is contained in a communication. The Examiner did not in any manner address the limitation that the message be "contained in a communication". Accordingly, the Examiner **must** make such a statement in a non-final office action or he must allow the application. The Examiner is not permitted to ignore a claim limitation. Accordingly, claim 1 should be held allowable as the record now stands unless the Examiner, in a **non-final rejection** addresses this limitation in claim 1..

Claim 2 specifically recites that the message is to be played at the play time "without regard to any action taken by said message recipient". The Examiner cited Column 5, lines 53–65. However, apparently the Examiner did not read far enough in that same paragraph which extends into Column 6 lines 1–18. At line 2 there is a critical sentence that the

Examiner has ignored. Namely, (bolding added) “The next step 305 announces the current time followed by instructions **to press the reset button to hear the reminder message**”.

The Examiner is also referred to Column 2 line 62 where the function of button 60 is explained as being “**used to hear the stored message once the reminder has initiated**”.

Clearly, the Bellomo reference requires some activity on the part of the recipient to hear the message. Accordingly, claim 2 should be held allowable since the reference specifically teaches away from this limitation.

Claim 4 specifically recites that the message can be played as a video message. The Examiner points to a video processor to support his rejection of claim 4. However, Applicant cannot find any place in the reference where the video processor is used to provide messages to the user. In fact, because the reference system is primarily for the safety of the message recipient one could suppose that the video processor is being used to send video to a monitoring desk. Nothing in the reference suggests otherwise. Accordingly, claim 4 should be held allowable.

Claim 5 is directed to the situation where at least part of the message is received concurrently with the play time. The Examiner point to Column 3, lines 16–26. Nothing in the recited portion of the specification even suggests that a play time (or any other time) is sent concurrently with the actual message. Accordingly, claim 5 should be held allowable.

Claims 6 and 35 are directed to the feature wherein a message recipient can respond to a message, the response being to a call-back number associated with the message. The Examiner has cited Column 3 lines 31–41 to support his rejection of a call-back number being associated with a message. Nothing in the cited references even suggests such a call-back number. The reference does place a call (or some form of communication) if the user **does not listen to a message**. First of all, this is exactly the reverse of the claim, in that an alarm communication is enabled when the message recipient fails to listen, **not when the message is played**, as specifically recited in the claim. Second of all, the alarm communication is sent to a pre-established location and not to a call-back number associated with a message, as specifically claimed. Accordingly, claims 6 and 35 should be held allowable.

Claims 8 is directed to adding play times to messages that arrive without play times. The Examiner refers to Column 3, lines 55–65 to support his rejection. Applicant is confused by this rejection since nothing in this section of the reference, or in any other section that Applicant could find, even hints that a time can be added to a message that otherwise has no play time. Accordingly, claim 8 should be held allowable.

Claims 9 is directed to selecting a message to be played based on external information available at the time that another message plays. The Examiner refers to Column 4, lines 13–36 to support his rejection. Applicant is confused by this rejection since nothing in this section of the reference, or in any other section that Applicant could find, even hints that a message is selected based on external criteria. The portion of the reference cited by the Examiner has to do with adding messages and what happens when the message registers are full. This portion of the reference has nothing at all to do with the claim language. Accordingly, claim 9 should be held allowable.

Claim 10 is directed to selecting a message to be played based on information sent by a message sender. The Examiner refers to Column 4, lines 48–58 to support his rejection. Applicant is confused by this rejection since nothing in this section of the reference, or in any other section that Applicant could find, even hints that a message is selected based on information from a sender. The portion of the reference cited by the Examiner has to do with adding messages and what happens when additional messages are to be added to the list. This portion of the reference has nothing at all to do with the claim language. Accordingly, claim 10 should be held allowable.

Claims 11 and 31 are directed to the situation where the message to be played to the recipient is controlled by local sensors. The examiner has cited Column 3, lines 55–65 to support his rejection. These lines of the reference, do not address these limitations in any manner. Note that claim 11 is based on claim 8 (and claim 31 is based on claim 30) which specifically recites that the system plays the message at a specific time. Thus, it is not the time that is at issue, but rather what message will be played at that time. The reference discusses telling the recipient, for example, that it is cold out side when the sensor senses that the temperature has dropped. However, the “It’s cold outside-dress warmly” message will

be played when the temperature drops. Nothing in the reference even hints that such a message will be played in conjunction with another message, at the time of the other message, as specifically claimed. The message of the claim would take the form of, "Hi, Mom its time to get dressed for the grocery store. The temperature outside is 73 degrees (where the "73 degrees" is a non-time associated message to be played depending on the temperature). Accordingly, claims 11 and 31 should be held allowable.

Claim 13 is directed to the feature wherein the play time is continuous for a period of time as controlled by the information received with the message. The Examiner cited Column 3, lines 55–65 to support his rejection. Nothing in those lines even hints at a continuous play time. In fact, the reason for a continuous play time is to be sure that the recipient hears the message. In the reference, this situation is handled by making the recipient actually push a button to hear the message and if the button is not pushed within a reasonable time, then an alarm is sent. These are direct opposite concepts and thus claim 13 should be held allowable.

Claim 14 is directed to the feature where the message arrives in a broadcast mode and wherein the memories for storing the message are associated with different receiving users. The Examiner cited Column 4, lines 48–58 to support this rejection. Nothing in the cited reference even hints at the claim limitation. The cited portion of the reference simply discusses how messages are put into the system one by one by a message provider. The reference walks through the steps necessary to put a message into the system. Claim 14 is directed to putting the same message in a plurality of different devices by broadcasting the message. The reference simply does not address this limitation. Accordingly, claim 14 should be held allowable.

Claims 15 and 26 are directed to an override control for allowing a message to be played at other than the set time. To support this rejection the Examiner points to Column 3, lines 55–65. Applicant can not find in those lines, and in deed nowhere in the reference where any suggestion is made that the play time can be changed in any manner. Accordingly, claims 15 and 26 should be held allowable.

Claim 16 is directed to, at the playtime, importing a pre-identified message stored at a remote location. The Examiner cited Column 3, lines 16–26 to support the rejection. Nothing in the cited paragraph and nothing Applicant can find in the reference refers in any manner to allowing the importation of messages stored at remote locations. The cited sections of the reference merely indicate that new messages can be stored from a remote location. The storing of messages is not the same as playing a message and further the messages are stored at a time that is under the control the message recorder and not at the playtime of another message as recited by the claim. Accordingly, claim 16 should be held allowable.

Claim 17 is directed to allowing a message recipient's system to control the format of a received message. The Examiner cited Column 3, lines 16–26 to support the rejection. Nothing in the cited paragraph and nothing Applicant can find in the reference refers in any manner to allowing the recipient's system to control the format of the recording. The cited sections of the reference merely indicate that new messages can be stored from a remote location. The storing of messages is not the same as allowing the format of the message to be controlled by the recipient's system. Accordingly, claim 17 should be held allowable.

Claims 18, 27, and 36 are directed to the situation where the playtime is a category and not a specific time. The Examiner cited Column 4, lines 48–58 to support the rejection. Nothing in the cited paragraph and nothing Applicant can find in the reference refers in any manner to allowing the play time to be category specific. It is certainly true that the reference allows messages to be lumped together with other messages to be played at the same time, but in all situations the play time of the message is established by the message recorder. Nothing in the reference even hints at allowing the play time to be controlled by categories with the time established independent of the message based on the category. Accordingly, claims 18, 27, and 36 should be held allowable.

Claim 19 was improperly rejected because the Examiner says that **Hogan** show some feature of the claimed invention. Hogan is not a reference that is cited by the Examiner and thus claim 19 was not properly rejected. In addition, nothing in the cited Bellomo reference even discusses **downloading ...an indication of a message to be played...**as specifically

recited in claim 19. At best, the cited reference allows a user to record a message, but does not in any manner allow the recording user to simply provide an **indication** of a message. This indication can be, for example, a pre-recorded message, a message to be generated at the appointed time based on parameters only available at that time, or perhaps a message stored at some remote place. Accordingly, unless the Examiner properly rejects claim 19 in a **non-final** rejection, the Examiner must allow claim 19.

Claim 24 was not properly rejected by the Examiner. Claim 24 recites that a portion of the message that is to be played is located remote from the recipient. However, the Examiner lumped claim 24 with claim 9 which is directed to the message being selected from externally available information. Thus, claim 24 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 24 must be held allowable unless the Examiner properly rejects claim 24 in a **non-final** rejection.

Claim 25 was not properly rejected by the Examiner. Claim 25 recites that the message that is to be played at the playing time directs the system to play a message based on information obtained from the recipient's location. However, the Examiner lumped claim 25 with claim 13 which is directed to a situation where the message is played for a continuous period of time. Thus, claim 25 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 25 must be held allowable unless the Examiner properly rejects claim 25 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 25 is allowable for the same reasons as set forth above for claims 8 and 11.

Claim 28 has been amended to include therein the limitations of claim 34 and claim 44 has been amended to more clearly recite that the message is played for the recipient without requiring any action on the part of the recipient. For the reasons discussed above with respect to claim 2, namely that the cited reference specifically requires action on the part of the user before a message can be delivered, claim 28, as amended, and claim 44, as amended, should be held allowable.

Claim 29 was not properly rejected by the Examiner. Claim 29 recites that the play time is modified by a particular recipient. However, the Examiner lumped claim 29 with claim 14 which is directed to a situation where the message is broadcast to a plurality of recipients. Thus, claim 29 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 29 must be held allowable unless the Examiner properly rejects claim 29 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 29 is allowable for the same reasons as set forth above for claim 18.

Claim 30 was not properly rejected by the Examiner. Claim 30 recites that the message play time is controlled by sensors local to the recipient. However, the Examiner lumped claim 30 with claim 12 which is directed to a list of sensors. Thus, claim 30 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 30 must be held allowable unless the Examiner properly rejects claim 30 in a **non-final** rejection.

For the record, even if the art of record shows multiple sensors it is the Examiner's burden to show that at least one of those sensors controls the play time of a message sent to the recipient. At best, the reference shows that the sensors can be used to generate a message to the recipient, but not that the message that is generated is one that was received from the sender together with a time to play that message.

Claim 32 was not properly rejected by the Examiner. Claim 32 recites that the message that is to be played at the playing time directs the system to play a message based on information obtained from sensor's at the recipient's location. However, the Examiner lumped claim 32 with claim 17 which is directed to the conversion of a message to a local format. Thus, claim 32 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 32 must be held allowable unless the Examiner properly rejects claim 32 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 32 is allowable for the same reasons as set forth above for claims 8 and 11.

Claim 48 was not properly rejected by the Examiner. Claim 48 recites that at least a part of the message that is to be played is based on information provided at the time the message is to be played. However, the Examiner lumped claim 48 with claim 8 which is directed to a situation where a received message does not have a play time associated therewith. Thus, claim 48 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 48 must be held allowable unless the Examiner properly rejects claim 48 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 48 is allowable for the same reasons as set forth above for claims 8, 9, 10, and 11.

Claim 49 was not properly rejected by the Examiner. Claim 49 recites that the playing time of certain messages can be adjusted based on the requirements of the recipient. However, the Examiner lumped claim 49 with claim 9 which is directed to the selection of the message based on externally available information. Thus, claim 49 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 49 must be held allowable unless the Examiner properly rejects claim 49 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 49 is allowable for the same reasons as set forth above for claim 9.

Claim 50 was not properly rejected by the Examiner. Claim 50 recites that attributes of a played message can be adjusted based on requirements of the recipient. However, the Examiner lumped claim 50 with claim 9 which is directed to the message being selected based on information available external to the recipient. Thus, claim 50 does not recite what the Examiner says it recites and thus the rejection is improper. Accordingly, as the record now stands, claim 50 must be held allowable unless the Examiner properly rejects claim 50 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 50 is allowable for the reason that nothing in the cited reference shows that message attributes change depending upon the recipient.

Claim 51 was not properly rejected by the Examiner. Claim 51 recites that data is gathered locally and the data is sent to the message sender. However, the Examiner lumped claim 51 with claim 16 which is directed to downloading pre-identified messages stored at locations remote from the recipient. Thus, claim 51 does not recite what the Examiner says it recites and thus the rejection is totally improper. Accordingly, as the record now stands, claim 51 must be held allowable unless the Examiner properly rejects claim 51 in a **non-final** rejection.

For the record, however, it is Applicant's position that claim 51 is allowable for the reason that nothing in the cited reference shows that information gathered local to a message recipient is sent to a message sender. At best, the reference shows that some alarm conditions can be sent back to the alarm company. These messages are not sent to a **message sender** as specifically recited in claim 51.

Please note that the spelling error has been corrected in claim 32 and claim 34 has been incorporated into claim 28, and this claim 34 has been canceled.

In view of the above, Applicant believes the pending application is in condition for allowance.

Applicant believes no fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 06-2380, under Order No. 05708/P010US/08008819 from which the undersigned is authorized to draw.

Dated: July 12, 2006

Respectfully submitted,

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